

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

WE, THE SUMMERWOOD VENTURE, A PARTNERSHIP, OWNERS OF THE PROPERTY SHOWN HEREON, HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND DEDICATE THE STREETS AS SHOWN TO THE PUBLIC USE FOREVER. WE HEREBY CERTIFY THAT WE ARE THE OWNERS DULY AUTHORIZED TO ACT AND THAT SAID PROPERTY IS NOT ENCUMBERED BY ANY MORTGAGES OR TAXES THAT HAVE BECOME DUE AND PAYABLE.

MORTGAGEE

BY: J. R. Summers MORTGAGEE  
J. R. SUMMERS

BY: \_\_\_\_\_ MORTGAGEE

THE SUMMERWOOD VENTURE, OWNER

BY: Robert M. Williams, Jr. PARTNER

ATTEST: John A. Ransom PARTNER

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

BEFORE ME, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED ROBERT M. WILLIAMS, JR. WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ACKNOWLEDGED HIMSELF TO BE A PARTNER OF THE SUMMERWOOD VENTURE, A PARTNERSHIP, THE WITHIN NAMED BARGAINOR, AND THAT HE AS SUCH PARTNER BEING AUTHORIZED SO TO DO, SIGNED AND DELIVERED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF THE SUMMERWOOD VENTURE BY HIMSELF AS A PARTNER.

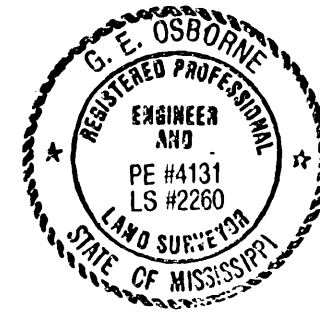
IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT MY OFFICE ON THIS THE 19<sup>th</sup> DAY OF May, 1986.

MY COMMISSION EXPIRES: 2-25-88 Bethie M. Brantley NOTARY PUBLIC

CERTIFICATE OF SURVEY:

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PARCELS OF LAND SHOWN HEREON AND THAT THIS PLAT CORRECTLY REPRESENTS THE SURVEY THEREOF.

G. E. Osborne  
G. E. OSBORNE, CIVIL ENGINEER  
MISSISSIPPI LICENSE NO. 4131  
LAND SURVEYOR LIC. 2260



APPROVED BY THE DESOTO COUNTY PLANNING COMMISSION ON THE 30<sup>th</sup> DAY OF JANUARY, 1986  
Angie N. Heflin CHAIRMAN ATTEST: Theresa Williams SECRETARY

APPROVED BY THE SUPERVISORS OF DESOTO COUNTY ON THE 5<sup>th</sup> DAY OF February, 1986  
Edgar Ray PRESIDENT ATTEST: H. H. Ferguson CHANCERY CLERK

STATE OF MISSISSIPPI  
COUNTY OF DESOTO:

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT 2:00 O'CLOCK PM ON THE 29<sup>th</sup> DAY OF May, 1986.  
Recorded in Plat Book 25, on pages 26 and 27

H. H. Ferguson  
CHANCERY COURT CLERK  
Desoto County Health Department  
BY: John Erickson Health Officer  
DATE 5/29/86  
Septic tanks may be used on the lots shown on this plat of subdivision

SUMMERWOOD SUBDIVISION  
PART 7  
LOCATED IN SEC. 22, T1S, R7W  
DESOTO, CO., MISS  
SCALE 1"=100'

ZONED AGRICULTURAL & RESIDENTIAL

# RESTRICTIVE COVENANTS

- All lots to be for residential use only. No building shall be erected, altered, placed or permitted to remain on any lot other than on detached, single family dwelling and separate detached buildings incidental to such use. Two or more lots may be combined for use as one lot and in such cases the interior lot lines may be disregarded insofar as side yard easement requirements are concerned. In the event two or more lots are combined to use as single lot under one ownership, no part of the combined lots may be sold or conveyed except to the original size of the lots before being combined. No single lot in the subdivision as recorded can be re-subdivided into two or more lots for the purpose of building another dwelling.
- All sewer connections and septic tanks must be approved by the Mississippi State Board of Health. Water will be from public supply.
- All dwellings and other structure on the lots must be in compliance with the requirements of Desoto County Planning Commission and its successors.
- Easements for installation and maintenance of utilities drainage facilities are reserved over the rear front & along both sides of each lot as shown on the recorded plat and are reserved for permanent county use.
- No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No business of any kind shall be carried on upon any lot or in any building on any lot. All lots and houses are to be for residential use only.
- No structure of a temporary character-trailer, basement, tent, shack, garage, barn, or other building shall be used on any lot at anytime as a residence, either temporarily or permanently. No garage apartments will be allowed.
- No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.
- No oil drilling, oil development operations, refining, gravel mining or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, gravel excavation or shafts be permitted upon or in any lot.
- No lot shall be used or maintained as a dumping ground for rubbish. Trash-gargabe, or other waste garbage shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- No building shall be permitted on any lot where the heated area of the main structure, exclusive of open porches and garages, is less than 1600 square feet for one-story dwelling and for one and one-half and two story dwellings not less than 1600 square feet with a minimum ground floor heated area of 1000 square feet. Total area under roof must be a minimum of 2000 square feet.
- No shell or modular house will be permitted to be built in the subdivision regardless of the price or square foot of the house. All houses must be of new construction and no house that is moved in from another area will be permitted on a lot except by permission of the developer.
- No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, ponies, horses and other pets may be kept provided they are not kept, bred or maintained for any commercial purposes. Ponies and horses shall be limited to a combined total of not more than two per acre of ground. No hogs, cattle, chickens or goats are to be kept on any lot. Appropriate buildings may be built for these pets.
- No cyclone or wire fences shall be erected on any portion of the front yard of any lot or the side yard of any corner lot fronting on a street. Decorative type fences less than three feet in height may be located within a yard adjoining a public street but not closer than 10 feet to the street right of way.
- All construction on buildings must be completed within twelve months from the time construction begins and no structure shall be occupied until a final county inspection is recieved.
- The covenants are to run with the land and shall be binding on all persons and all parties claiming under them for a period of twenty-five years from the date these covenants are recorded, and after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications and plot plan, showing the location of such building, shall have been approved in writing as to conformity and harmony with existing structures in this subdivision and as to location of building with respect to topography and finished ground elevation, by the Summerwood Venture or by a representative duly appointed by said Venture. In the event that said Venture or its designated representative, fails to approve or disapprove such design and location within a period of thirty (30) days after said plans and specifications have been submitted to them, or if no litigation to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of the venture nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the Venture and its designated representative shall cease on and after January 1, 2004. Thereafter the approval described in this covenant shall not be required unless, prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of the majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers and duties exercised by the committee.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these convenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

